IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 2092 of 1997

For Approval and Signature:

Hon'ble MR.JUSTICE K.R.VYAS

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1. Whether Reporters of Local Papers may be allowed to see the judgement? : YES

2. To be referred to the Reporter or not? : NO

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the Civil Judge? : NO

M/S ABHILASHA DEVELOPERS PRIVATE LIMITED

Versus

SURAT MUNICIPAL CORPORATION

Appearance:

MR DD VYAS for Petitioner

MR PRASHANT G DESAI for Respondent No. 1

MS ROOPAL R PATEL for Respondent No. 2

CORAM : MR.JUSTICE K.R.VYAS

Date of decision: 01/11/2001

ORAL JUDGEMENT

The petitioner in this petition under Article 226 of the Constitution of India has challenged the decision of the Standing Committee of the respondent no.1 awarding

development rights of the land being Final Plot No.12 of the Town Planning Scheme No.6 (Majura-Khatodara), Surat to the respondent no.2 as the same being illegal, arbitrary and violative of Article 14 of the Constitution of India and also in breach of the provisions of the Bombay Provincial Municipal Corporations Act, 1949.

2. It is the case of the petitioner that the Town Planning Scheme No.6 (Majura-Khatodara), Surat was framed under the provisions of the Gujarat Town Planning and Urban Development Act which has become final and which is in force. Under the said Scheme, Final Plot No.12 admeasuring 21,225 sq.mtrs. has been ear-marked for Sub Centre (School, health centre, market etc.). On 30th November 1996, the respondent Corporation invited tenders for the development rights on the basis of lease of 99 years with respect to the number of final plots which included the part of Plot No.12. The petitioner after obtaining the tender by paying Rs.2,000/-, filled it up and forwarded the same with the requisite forwarding letter to the respondent Corporation by offering a premium to the tune of 2,48,04,000/- for the development of the said property for commercial complex. It is the case of the petitioner that on 4th January 1996, the petitioner Company was called upon to remain present before the Standing Committee of the respondent Corporation at 4.00 p.m. on 7th January 1997. According to the petitioner, in the meeting discussion was held pertaining to the letter written by the petitioner on 30th December 1996 and the relevant claricatios required were given on 8th/13th January 1997. As the petitioner was not communicated about the decision, the petitioner addressed a letter to the respondent Corporation on 21st January 1997. It is the case of the petitioner that at the time of opening of the tender, the bid offered by the petitioner was the highest. It is further the case of the petitioner that one Shri Kishanlal Jain, in his individual capacity, had obtained the Tender Form and filled up the same and he was also present at the time of opening of the tender who had the knowledge that the tender of the petitioner was the highest. According to the petitioner, when the tenders were opened, the attention of the officers of the respondent Corporation was drawn to the fact that the forwarding letter of the tender submitted by said Shri Kishanlal Jain was unsigned. However, to the surprise of the petitioner, the information was received that the Standing Committee of the respondent Corporation passed a Resolution No. 372 of 1997 dated 27th February 1997, at Annexure.F whereby the land in question was granted to one Jain Swetambar Terapanthi Sabha, respondent no.2, at the rate

of Rs.6,201/- per sq.mtr. According to the petitioner, there was no tender given by the said respondent. As per condition no.2 of the Tender Form, no change in the name of the intending developer, nor any transfer is permitted. Thus, according to the petitioner, the offer once made cannot be transferred to any one also or cannot be revoked in any condition and the transfer of the offer shall result in cancellation of the same as well as forefeiture of the earnest money deposit paid along with the offer. The petitioner has challenged the said resolution at Annexure.F to the petition of the Standing Committee of the respondent Corporation on several grounds.

3. This Court on 12th March 1997 issued notice and directed the parties to maintain status-quo. The respondents have appeared in the matter and have filed their reply, and the parties have filed the rejoinder and sur-rejoinder.

4. Heard learned Counsel appearing for the respective parties. Learned Counsel for the petitioner after taking me through the averments, grounds, conditions of the tender and other relevant documents, submitted that the respondent Corporation is bound to accept the tender of the petitioner who had made the highest offer. According to the learned Counsel, the petitioner was the bidder who has made the highest offer at Rs.2,48,04,000/- for the development of the property for multi commercial purpose. According to him, the second offer given by Shri Kishanlal Jain was Rs.6,113/per sq.mtr. totalling to Rs.2,44,52,000/-. Learned Counsel submitted that the petitioner has never been informed as to what are the circumstances under which the petitioner is denied the acceptance of its tender. He further submitted that the respondent Corporation could not have accepted the tender submitted by Shri Kishanlal Jain as the forwarding letter was not signed by him. In the alternative, it was submitted that the respondent Corporation could not have passed a resolution granting the land in question to the respondent no.2 as the respondent no.2 did not submit any tender. Learned Counsel for the petitioner further submitted that even assuming that the tender was offered by Shri Kishanlal Jain under the terms and conditions more particularly condition no.2, no change in the name of intending developer nor, any transfer is permitted and therefore, granting of the land in favour of the respondent no.2 is illegal and contrary to the terms and conditions of the tender.

5. Learned Counsel Mr.P.G.Desai appearing for the respondent Corporation justified the decision of the Corporation after inviting my attention to the affidavit -in-reply filed on behalf of the respondent-Corporation. According to Mr.Desai, as the petitioner who remained present before the Standing Committee did not cancel certain conditions which were not in accordance with the tender, the Corporation decided to allot the land in question to the next below bidder, i.e. respondent no.2, who had expressed willingness and offered to pay the difference of the amount mentioned in the offer by the petitioner.

6. Learned Counsel Ms.Roopal Patel appearing for the respondent no.2 submitted that Shri Kishanlal Jain was the President of the respondent no.2 and was therefore, entitled to submit the tender on behalf of the respondent no.2. She invited my attention to the affidavit-in-reply filed by Shri Kishanlal Jain and submitted that the respondent no.2 is carrying out social activities and the the said respondent will develop the land by extending all religious and social activities.

7. Annexure.C to the petition at page 23 is the scheme for development issued by the Surat Municipal Corporation ('SMC' for short), respondent no.1 for Development Rights on Long Lease of 99 years which inter alia provides that SMC has considered to introduce a scheme for development of Final Plot No.12 paiki of Town Planning Scheme No.6 (Majura-Khatodara) strictly in accordance with the purpose for which it is planned. It is emphasised that there would be no departure from the requirement of law, particularly the very purpose for which it is planned. It is also provided that after the development as envisaged, the plots on which the development is made would be transferred by way of lease for a period of 99 years and the said period is being further renewable. Part II.A - Instructions to Offers of the said scheme on page 24 provides that intending developers are expected to send their highest offer for the land (2,40,00,000) to the Commissioner, SMC, Surat in the prescribed form attached therewith with all the details required therein. It is also provided that any offer which is contrary to or inconsistent with or even partially deviating from the said terms and conditions will be rejected; that the offer once made cannot be transferred to any one else or cannot be revoked in any condition and that the transfer of the offer shall result in cancellation of the Earnest Money Deposit paid along with the offer. Part III deals with the terms and conditions in regard to transfer of rights. Condition

No.2 provides that there will be no change in the name of the intending developer, nor any transfer is permitted. Condition No.5 states that it is clearly understood that all rights of ownership and possession continue to remain vested in the Corporation and the developer is permitted by a licence to develop the land in accordance with these terms and conditions. Condition No.7 provides for the sole discretion of the Commissioner to accept or reject any offer or offers without assigning any reason. Condition No.9 states that the offer shall be in the Form together with forwarding letter as prescribed thereto and the documents including the letter and the tender would be rejected if they are in any way incomplete or if there are any different conditions or alterations in the terms and conditions. Condition No.11 provides that the plots of land would be handed over to the developer in accordance with the following stipulations:

(i) The developer would be allowed to develop the plot of land as per the design approved by the Municipal Corporation, and in accordance with building Bye-laws, T.P. Scheme Regulations and Development Control Regulations.

(ii) The developer has to complete the development of the plot in all respects within the period of one year for low rise and within two years for high rise construction from the date of handing over the possession of the plot to the developer. The Commissioner may extend the time limit only if proper reasons are produced before him by the developer. On such completion of such development, the Corporation shall transfer leasehold rights of the plot of land to an association which may be formed by persons who may purchase the super-structure from the developer.

(iii) On execution of the necessary documents between the developer and the Corporation, the developer shall be permitted to enter upon the land as a Licencee for the purpose of development.

(iv) The developer shall have a right to develop the land in question in accordance with the permission given.

(v) The developer shall be entitled to determine the name/names of the owner/occupier of the super-structure to whom the leasehold rights of the land so fully developed would be transferred by the Corporation.

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8. Reverting back to the contention of the learned Counsel for the petitioner that the offer given by Shri Kishanlal Jain, the letter of the tender was unsigned, my attention was invited to the Form of Offer together with the forwarding letter submitted by Shri Kishanlal Jain. In the prescribed Form of Offer given by Shri Kishanlal Jain, against the column no.1, i.e. Name of the offerer whether it is proprietory or Partnership Firm or a Public Ltd. Co. Private Ltd.Co. any organisation registered, if it is a partnership firm, Name of the partners together with their address, it is mentioned as "Kishanlal Jain and others", and names of three other persons as holders are also mentioned as (1) Babulalji Bhogar, (2) Dharmchand Singh, and (3) Sobhalal Rathod. The said Form of Offer is signed by Shri Kishanlal Jain in his individual capacity. It is nowhere stated in the prescribed Form that he and the others are representing the respondent no.2 in the capacity as office bearers or in any other capacity. Even in the Declaration Form, he has signed in his individual capacity without disclosing the name of the respondent no.2. In absence of the necessary details especially when he has not signed the Form as such, it is reasonable to infer that the Form of Offer was filled up by Shri Kishanlal Jain in his individual capacity. In the Form of Offer, he has offered Rs.6,113/- per sq.mtr. while in the forwarding letter which is required to be sent along with the Tender Form, he has mentioned Rs.2,40,000/- as earnest money and the said letter is not signed by anybody. The said letter does not contain the name, address, date either by Shri Kishanlal Jain or by respondent no.2. Condition No.2 referred to above provides that there will be no change in the name of intending developer, nor any transfer is permitted. Similarly, Condition No.9 also envisages that the offer shall be in the Form together with the forwarding letter as prescribed. It is clearly provided that the documents including the letter and the tender would be rejected if they are in any way incomplete or if there are any different conditions or

alterations in the terms and conditions. As stated above, the tender was admittedly not filled up by respondent no.2 and since the forwarding letter was not signed by Shri Kishanlal Jain, the respondent Corporation could have rejected the tender submitted by Shri Kishanlal Jain when the tenders were opened in presence of the parties. It is not in dispute that Shri Kishanlal Jain and the petitioner remained present at the time of opening of the tender. The respondent Corporation did not follow its own terms and conditions strictly and on the contrary, deviated by treating the tender as if offered by respondent no.2 as accepted when the tender was opened in presence of the parties and when there was no material before the authorities recognising Shri Kishanlal Jain as the President of the respondent no.2. Assuming in any case, Shri Kishanlal Jain did not fill up the tender for and on behalf of the respondent no.2, from the documents on record as stated above, they were submitted in the individual capacity of Shri Kishanlal Jain only. If that is so, on what basis the Standing Committee of the respondent Corporation took a decision to allot the land in question to the respondent no.2? Condition No.2 of the terms and conditions in fact prohibits change in the name of the intending developer and the transfer. In the affidavit-in-reply filed on behalf of the respondent no.1, it has been pointed out in para 11 that Shri Kishanlal Jain had filled-up the tender. He remained present at the time of opening of the tender. He offered Rs.6,113/- per sq.mtr. totally amounting to Rs. 2,44,52,000/-. When the tenders were opened, in the letter of offer, there was signature of Shri Kishanlal Jain. In the forwarding letter of tender, there was no signature, but his signature is there on the offer letter. Similarly, in para 12 of the said affidavit, it is stated that the Standing Committee after hearing the tenderer Shri Kishan Jain, Shri Jain Swetambar Tera Panthi Sabha, by the letter dated 7.1.1997 had shown their willingness to pay more in view of the fact that after considering the tender which carries more amount and their demand of the land in question was for the purpose of religious and the social activities the same was as per the conditions of the tender. It is further stated that the Standing Committee vide resolution No.372/97 dated 27.2.1997 decided to allot the development rights of the land in question to the respondent no.2 at the rate of Rs.6,201/- per sq.mtr. as per the letter dated 7.1.1997 and as per the conditions and specifications of of the tenders. It is submitted that it it is not true that there was no tender given by the said Jain Swetambar Terapanthi. The said tender is filled-in in the name of Shri Kishanlal Jain, Jain

Swetambar Terapanthi Sabha. Thereafter the Standing Committee of the Corporation had called the tenderers to remain present in person and Shri Kishanlal Jain remained present personally and gave necessary and required consent on behalf of Jain Swetambar Terapanthi Sabha. In the said letter also he himself has mentioned therein as representative.

9. I have gone through the said affidavit-in-reply filed on behalf of the respondent Corporation. From the affidavit-in-reply, it is clear that only on 7.1.1997 the respondent Corporation came to know that Shri Kishanlal Jain was the office bearer of the respondent no.2. Even though incomplete tender which was submitted on behalf of the respondent no.2, the respondent Corporation decided to accept the oral statement of Shri Kishanlal Jain and recognised him as office bearer of the respondent no.2 by accepting his offer who showed willingness to pay the difference of amount of the tender submitted by the petitioner as well as Shri Kishanlal Jain. It appears that even though the petitioner as well as Shri Kishanlal Jain were called, the petitioner was asked for clarification in respect of the condition laid down by the petitioner on 8.1.1997 and on failure to do so, Shri Kishanlal Jain was asked to submit the offer to pay the difference which was given on the same day and therefore, the Standing Committee in its meeting held thereafter, i.e. on 27.2.1997 decided to allot the land in question to the respondent no.2 as stated above. The entire procedure adopted by the respondent Corporation is totally contrary to the provisions of the terms and conditions. The Corporation has not strictly followed the terms and conditions laid down by itself. In view of these facts, I am of the opinion that the acceptance of the tender of the respondent no.2 is illegal and contrary to its own terms and conditions.

10. The next question arises for consideration is as to whether the respondent Corporation was justified in rejecting the tender of the petitioner. The Standing Committee of the respondent Corporation in its impugned resolution has not given reasons for rejecting the tender of the petitioner. However, in the affidavit-in-reply filed on behalf of the respondent Corporation, in para 10 it is stated that the Standing Committee discussed with the tenderers. It is stated that the tenderers were personally called to appear before the Standing Committee on 7.1.1997 at 4.00 p.m. by resolution No.49/97 dated 3.1.1997. The Standing Committee discussed with the tenderers and at that time the petitioner was asked for clarification in respect of the conditions laid down by

the petitioner which the petitioner had given on 8.1.1997, but the conditions mentioned were kept/remained as they are. It is further submitted that for the land in question, two tenders were received. The petitioner in his tender has enumerated many conditions. As per Condition No.2, they agreed to take liability as developer only and the condition for discharge from the liability by handing over the property to other persons and to hand over the right of development to new occupiers which condition was not acceptable to the respondent Corporation for administrative purposes. When they were called to remain present in person, then also the said condition was not cancelled by the petitioner.

11. Reading the averments, it appears that the petitioner agreed to take the liability as developer only and raised a condition to discharge from the liability of handing over the property to other persons and to hand over the right of development to new occupiers which was not acceptable to the respondent Corporation for administrative reasons. For that purpose, the petitioner was called for discussion. In para 2 of Annexure.C, letter dated 30.12.1996 addressed by the petitioner to the respondent Corporation, it is inter alia pointed out that the petitioner would be developers only and the building will belong to the members who will ultimately occupy the same. With this view in mind, the petitioner proposed a Limited Company duly incorporated with an object to acquire lease rights over the said piece of land and all intending buyers will be share holders and they will acquire the premises by virtue of their respective shareholding through the Limited Company. Hence, according to the petitioner, after the development is over and on fulfillment of payment terms, the respondent Corporation will give lease rights over the land in favour of the petitioner. Besides the said condition, the petitioner also demanded formal N.A. order from the Collector, Surat, details of the property which should be clear and marketable and for that purpose, the petitioner also demanded Village Record Form 7/12 for the last 30 years, Village Record Form No.6 - All entries, T.P. Form B, T.P. Map and any other documents. In its further letter dated 8/13.1.1997, Annexure.D, the petitioner has pointed out with regard to the attendance in the Standing Committee meeting on 7.1.1997 and furnished clarifications that, the letter of the petitioner dated 30.12.1996 (Annexure.C) was discussed wherein it was clarified that the petitioner agreed to abide by the terms and conditions stipulated in the tender and the petitioner accordingly confirmed the same. It was further pointed out that the Corporation

will provide the petitioner TP Form B, TP Map and certificate of Tenure and title and such other documents that the Corporation can provide in lieu of village record in Form 7/12 and Form No.6. The petitioner confirmed that these documents may serve its purpose and therefore, the same may be provided in lieu of Form No.7/12 and Form No.6 at appropriate time. Thus, by the demand of documents made in the letter dated 30.12.1996, Annexure.C was clarified. However, it appears that the petitioner's condition as a developer only and the condition for discharge from the liability by handing over the property to other persons and to hand over the right of development to new occupiers which was not acceptable to the respondent Corporation remained as it is and that was the ground for not awarding the tender to the petitioner.

12. The other question arises for consideration is as to whether the Corporation was justified in taking into consideration the said ground against the petitioner? Condition No.2 of the Terms and Conditions referred to above provides that no change in the names of intending developer, nor any transfer is permitted. Similarly, Condition No.11 of the Terms and Conditions provides that the plot of land would be handed over to the developer in accordance with the stipulations that (i) the developer would be allowed to develop the plot of land as per the design approved by the Municipal Corporation, and in accordance with the building Bye-laws, T.P.Scheme Regulations and Development Control Regulations and (ii) the developer has to complete the development of the plot in all respects within the period of one year for low rise and within two years for high rise construction from the date of handing over the possession of the plot to the developer and the Commissioner may extend the time limti only if proper reasons are produced before him by the developer and on such completion of such development, the Corporation shall transfer the leasehold rights of the plot of land to an association which may be formed by persons who may purchase the super structure from the developer. According to Clause (v) of Condition No.11, the developer shall be entitled to determine the name/names of the owner/occupier of the super structure to whom the leasehold rights of the land so fully developed would be transferred by the Corporation.

The petitioner in his letter dated 30.12.1996 sought clarifications with respect to the above doubts. According to the understanding of the petitioner, the petitioner will be a developer only and the building will belong to the members who will ultimately occupy the

same. With this view in mind, the petitioner proposed a Limited Company, duly incorporated in the State of Gujarat with an object to acquire lease rights over the said piece of land. All intending buyers will be shareholders and they will acquire the premises by virtue of their respective shareholding through the Limited Company. Thus, according to the petitioner, after the development is over and on fulfillment of payment terms, the Corporation will give lease rights over the land in favour of the petitioner Company. Considering the said averments, prima facie, I am of the opinion that the understanding on the part of the petitioner does not run counter to the terms and conditions of the development. The petitioner has filled up the Tender Form for acquiring the leasehold rights of the land in question for the purpose of development of the same it was to belong to the members who were ultimately to occupy the same and for that purpose the petitioner proposed a Limited Company with an object to acquire the lease rights over the said piece of land and all intending buyers were to be shareholders and they would acquire the premises by virtue of their respective shareholding through the Limited Company. Thus, prima facie, there does not appear to any reason not to accept the demand of the petitioner and in any case it is not a ground to reject the tender of the petitioner. In this view of the matter, I am clearly of the opinion that the tender of the petitioner cannot be rejected on extraneous considerations. Even if the Corporation wanted to point out regarding the eligibility of the petitioner, the Corpoeration could have negotiated with the petitioner and sorted out the differences acceptable to both the sides. This is particularly in view of the fact that the petitioner made the highest offer. In view of the aforesaid, I am of the opinion that the respondent Corporation was not justified in rejecting the tender of the petitioner.

13. Learned Counsel for the respondent no.2 submitted that after considering the facts and circumstances of the case, once the Corporation has made the discretion in favour of the respondent no.2, it is not open for this Court to sit in appeal over the said decision. The submission of the learned Counsel is that it is entirely the discretion of the Corporation to accept and/or reject a tender. In support of her submission, she has placed reliance on the following decisions:

In the case of Hindustan Dorr-Oliver Ltd. v. Vadodara Municipal Corporation and anr., reported in 1998(3) GLR 2620, it is held by this Court that judicial

review is confined to the manner of taking decision and not the propriety or fairness of the decision. Considering the facts and circumstances, this Court found that even though the parties are found equally competent, the best procedure was not adopted that by itself would not warrant interference by the Court.

In the case of G.B.Mahajan and ors. v. Jalgaon Municipal Council and ors., reported in (1991) SCC 91, the Apex Court held that in contractual transaction of Government, public law element must be present before judicial review can be invoked. In the case of Sterling Computers Ltd. (supra), the Apex Court held that the Court cannot act as appellate authority and examine details of terms of contract.

The Apex Court, in the case of Sterling Computers Ltd. v. M/s.M&N Publications, reported in AIR 1996 SC 51, has laid down that the Court cannot act as appellate authority and examine details of terms of contract.

Tata Cellular v. Union of India, reported in AIR 1996 SC 11 was a case in which the Apex Court laid down the factors to be considered at the time of interference by Courts.

In the case of Raunaq International Ltd. v. I.V.R. Construction Ltd., and ors., reported in AIR 1999 SC 393, it has been laid down by the Apex Court that the Court will not interfere unless substantial public interest is involved or grant is malafide.

In the case of M.I. Builders Pvt. Ltd. v. Radhey Shyam Sahu and ors., reported in (1999) 6 SCC 464, the Apex Court while dealing with the case where the Municipal Corporation disposed of Park, which is of historical importance, namely, Jhandewala Park, Lucknow, located in congested commercial-cum-residential area (Aminabad), which was handed over to a private builder under an agreement for construction of an air-conditioned underground shopping complex (Palika Bazar) on the pretext of decongesting the area without inviting tender and without obtaining any project report, held that the decision of the Corporation and the procedure adopted by it in entrusting the project to the builder is contrary to statutory provisions and that the decision is not an informed object decision. Considering these facts, the Apex Court held that the Corporation's action was unreasonable, arbitrary, unfair and opposed to public policy, public interest and public trust doctrine.

14. I have carefully gone through the all the decisions referred to above. There cannot be any dispute with respect to the ratio laid down in those judgments. However, the facts and circumstances of the present case are quite distinct to the facts of those cases. In my opinion, the petition requires recognition. It is very clear from the fact that the so-called representative of the respondent no.2 did not mention anything in the tender that he is the person who represents for and on behalf of the respondent no.2. Thus, prima facie, the said tender was submitted in his individual capacity. Apart from that, the forwarding letter which is also in the prescribed form, does not bear his signature. Not only the respondent no.2 participated in the tender, ut was also permitted to allow to pay the difference for the offer given by the petitioner. Hence, rejecting the tender of the petitioner is totally on extraneous considerations and thus, the action on the part of the respondent Corporation in rejecting the petitioner's tender, though the highest, is illegal and bad in law. There is no dispute that the petitioner is eligible to participate to put forth its offer. Thus, merely because the respondent no.2 was going to develop the plot for social and religious purposes, that would by itself is no ground to accept that tender and to reject the petitioner's tender. Instead of calling the respondent no.2 to pay the difference of the amount, if the Corporation called upon both the parties and discussed the matter, the Corporation could have been benefited. Therefore, considering the facts and circumstances of the case, I am of the opinion that the decision of the Corporation is illegal, arbitrary and bad in law.

15. Learned Counsel for the petitioner while inviting my attention to the decision of the Apex Court in the case of Harbinder Singh v. Union of India, reported in AIR 1986 SC 1527, submitted that since the petition is being allowed, the respondent-Corporation be directed to accept the tender of the petitioner. Even though the petitioner has prayed so in the petition, I do not think that the petitioner is entitled to claim the said relief. The case before the Apex Court was with respect to the tenders invited for supply of fresh milk. The appellant submitted the tender in terms of tender notice. The Govt. Milk Scheme also submitted tender for supply of pasteurised milk. The tender of the Govt. Milk Scheme was accepted though the appellant's tender was lowest. The Apex Court, under the circumstances, allowed the petition of the petitioner. In the instant case, the Corporation invited tenders for giving leasehold rights of the land. With passage of time, the Corporation is

likely to get more amount for the lands. Therefore, at this stage, it is not desirable to direct the respondent Corporation to accept the tender of the petitioner for the same price of 1996. Therefore the said prayer is declined.

16. In the result, the petition is partly allowed. The impugned resulution No.372 of 1997 passed by the Standing Committee of the respondent Corporation accepting the tender of the respondent no.2 is hereby quashed and set aside. The respondent Corporation is directed to dispose of the land in question either through inviting tenders or by calling upon the parties and by allowing them to raise the offer or in any other manner as necessary. Rule is made absolute with no order as to costs. Ad-interim relief stands vacated. The Municipal Commissioner shall take appropriate steps as early as possible.

(K.R. Vyas, J.)

Sreeram.